

NEW BUSINESS

ITEM #1

**ELECTION SERVICES CONTRACT
BETWEEN THE
BLANCO COUNTY ELECTIONS OFFICER AND
CITY OF BLANCO, TEXAS**

THIS CONTRACT (“Election Services Contract” or “Contract”) is made and entered into on this _____ day, _____ 2022, by and between the City of Blanco, Texas ("Entity"), and Kristen Spies, County Elections Officer for Blanco County, Texas, ("Elections Officer"), under the authority of the Texas Election Code Chapters 31 and 271, and upon approval of the Blanco County Commissioners Court and the City Council of the City, (collectively “Participating Parties”) for the services to be performed by the Participating Parties in the **MAY 6, 2023 UNIFORM ELECTION** and the **SPECIAL ELECTION** (collectively, “Election”) as outlined herein.

NOW THEREFORE THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Participating Parties understand the tasks each is to perform in connection with the Election as follows:

SECTION 1. DUTIES AND SERVICES OF ELECTIONS OFFICER

The Elections Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the Election:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the Election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
 - (1) ballots and ballot cards;
 - (2) qualification field systems - "Knowlnk Poll-Pads";
 - (3) election kits;
 - (4) voting booths, privacy dividers, ballot boxes; and
 - (5) all necessary ADA compliant voting equipment.
- (d) Notify election judges of the date, time, and place of any Election.
- (e) Arrange for the use of a central counting station and for the personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test;
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the Election;

- (h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended; and
- (i) Perform all election duties in accordance with the Texas Election Code.

SECTION 2. DUTIES AND SERVICES OF THE ENTITY

The Entity shall be responsible for performing the following duties in connection with the Election:

- (a) The Participating Parties are responsible for the appointment of the presiding election judges and alternate election judges listed in “Exhibit B” for each Vote Center/polling place listed in “Exhibit B” subject to the eligibility requirement found in the Texas Election Code Chapters 32 and 83. The Participating Parties acknowledge that approval of this Election Services Contract by the Entity shall constitute approval and appointment of the Judges and Alternate Judges listed in “Exhibit B” by the Entity. The Elections Officer will be responsible for the administration of the election judges.
- (b) As soon as possible after the candidate filing deadline, the Entity shall certify in writing to the Elections Officer the candidates' names (as each is to appear on the ballot) and offices sufficiently in advance to allow time to prepare the ballot and to conduct any necessary logic and accuracy testing.

SECTION 3. GENERAL PROVISIONS

- (a) Nothing contained in this Contract shall authorize or permit a change in the officer, the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Texas Election Code Section 31.096.
- (b) The Elections Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Elections Officer's duties, and the Elections Officer is not liable for the Entities' failure to pay a claim.
- (c) The Elections Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Blanco County, Texas.
- (d) This Contract is subject to the written approval of the political subdivision involved in the election and shall not be binding on the Entity until such written approval is obtained.
- (e) It is agreed that it is in the public interest of the Participating Parties, that Kristen Spies, Elections Officer, serve as the Early Voting Clerk for both entities participating in this election.

SECTION 4. COST OF SERVICES

Costs. Entity agrees to pay a pro rata share of the actual costs incurred. The actual costs shall be prorated for all Participating Parties.

Example:

Registered Voters in County -	10,157	$10157/13855 =$	73.31% of total cost
Registered Voters in Joint Entity A-	1,224	$1224/13855=$	8.83% of total cost
Registered Voters in Joint Entity B -	2,474	$2474/13855=$	17.86% of total cost
Aggregate Registered Voters -	13,855		

Administrative Fee. The Elections Officer shall also charge an administrative fee equal to 10% of the Entity's share of the cost of the Election or a minimum of \$75.00.

SECTION 5. ACKNOWLEDGMENT OF SHARED ELECTION

The Entity acknowledges that the Election is a Joint Election under Texas Election Code Chapter 271, and that the Elections Officer, in accordance with Texas Election Code Sections 31.092 and 31.093, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county (collectively, the "Participating Parties") listed in Exhibit C of this Election Services Contract. In such event, the Entity understands and agrees that the costs of common polling places, ballots and programming, voting equipment, and the common set of election workers will be shared with the other Participating Parties.

SECTION 6. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Blanco County, Texas.
- (b) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (c) In the case of an election contest solely challenging this Entity's election results, the cost of such contest, challenge, or litigation will be borne by the Entity.
- (d) In the case of a runoff election due to undecided races on the election, the cost of such runoff election will be borne by the entity and will be contracted for at such time.
- (e) In a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.
- (f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature to this Contract, the party acknowledges, accepts

and approves all resolutions, documents and attachments/exhibits included as part of this Contract.

- (g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, and duly executed by the parties.

SECTION 7. CANCELLATION OF ELECTION

The Entity may cancel this Contract at any time. In the event that Entity cancels this Contract, Entity shall only be responsible for its share of expenses actually incurred prior to cancellation.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract on the dates indicated below, and the Contract is effective on the date the last Party signs:

CITY OF BLANCO, TEXAS

By: _____ Date: _____
Rachel Lumpee
Mayor City of Blanco

Attest:

By: _____ Date: _____

WITNESS: _____

BLANCO COUNTY ELECTIONS OFFICER

By: _____ Date: _____
Kristen Spies
Blanco County Elections Officer
Blanco County, TX

EXHIBIT A
ESTIMATE OF COSTS

EXHIBIT B
ELECTION JUDGES

EXHIBIT C

PARTICIPATING POLITICAL SUBDIVISIONS (PARTIES)

NEW BUSINESS

ITEM #2

the City Council. Five (5) voting commissioners shall be residents of the City of Blanco or its extraterritorial jurisdiction (ETJ). Two voting members shall be citizens who own businesses or are employed within the city limits of Blanco or its ETJ.

WHEREAS, annually the Commissioners shall elect as a chairperson one of the five (5) commissioners from within the city limits of Blanco or its ETJ.

WHEREAS, the current ordinance does not establish a term limit on the length of time that a commissioner can serve as a chairperson.

WHEREAS, the Commissioners shall serve at the pleasure of the City Council for two-year terms expiring on the date of the May council meeting in odd-numbered years. Vacancies on the commission shall be filled within sixty days by the City Council for the remainder of the unexpired term.

WHEREAS, the City Council has failed to reappoint Commissioners in accordance with the provisions of the Ordinance.

WHEREAS, the Commission shall meet monthly two weeks prior to the scheduled meeting of the City Council. Public notice shall be given of the date and time of the meeting and the agenda to be considered in accordance with the Texas Government Code.

WHEREAS, the Commission has failed to meet monthly two weeks prior to the scheduled meeting of the City Council, but has instead meet monthly one week prior to the scheduled meeting of the City Council.

WHEREAS, the commission shall keep minutes of its proceedings.

WHEREAS, upon consideration of all of the information presented, the City Council finds that in order to promote a clean, healthy, safe, and attractive environment for the citizens the City of Blanco; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that the restrictions and/or amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City of Blanco.

NOW, THEREFORE, BE IT AND IT HEREBY IS ORDAINED by the City of Blanco, Texas that this Ordinance be and hereby is adopted:

City of Blanco

Application for Consideration for Appointment to Planning & Zoning Commission

Name: Julie Alexander Shacklett
 Address: 301 4th Street, Blanco TX 78606
 Home Phone: 210-872-0109 Alternate Phone: _____
 E-Mail julieashacklett@gmail.com

Do you live inside the City Limits?	Yes <u>X</u>	No _____
Are you registered to vote in Blanco County?	Yes <u>X</u>	No _____
Are you a US Citizen?	Yes <u>X</u>	No _____
Are you 18 years of age or older?	Yes <u>X</u>	No _____
Has a final judgment been entered finding you totally mentally incapacitated; or partially mentally incapacitated without the right to vote?	Yes _____	No <u>X</u>
Have you been convicted of a felony?	Yes _____	No <u>X</u>
Have you lived inside the City Limits for over 6 months and the State for over 12 months?	Yes <u>X</u>	No _____

Please describe applicable experience (including work and volunteer experience), and why you want to serve on the P&Z.

Experience serving on the Town of Hollywood Park EDC board for 2 years prior to moving to Blanco.

Worked to achieve a positive and proactive approach to economic development while preserving the character of our great community. Building a thriving small-town community by improving economic opportunity and provide maximum benefit to the community and its residents.

Licensed Texas Real Estate Broker in the real estate industry for over 17 years, offering experience in residential, multi-family, commercial and rural properties, resulting in hands on experience in lifestyle enjoyment and flow of planning and zoning. I enjoy serving in the community I live in.

Signature  Date: 11/11/2022
80F70738887D421...

Step 1: Fill Out This Application

Step 2: Attach a cover letter or resume

Step 3: Mail or Email the application and letter of interest or resume citysec@cityofblanco.com

If you have any questions please contact City Secretary, Laurie Cassidy, at (830) 833-4525, or email to citysec@cityofblancotx.gov

Julie Alexander Shacklett

301 4th Street
Blanco, Texas 78606

210-872-0109
julieashacklett@gmail.com

Profile

Resident and business owner in the City of Blanco with a love for the community and desire to serve the City. Offering a multitude of years of experience in the real estate industry and serving on previous small town boards with similar goals as the Planning and Zoning Committee.

Experience

Town of Hollywood Park, EDC, August 2019 - August 2021

Mission Statement of Hollywood Park EDC:

- Recruit and retain desirable businesses that increase the tax base and revenues and bring quality jobs to the city.
- The EDC develops initiatives and proposals and implements specific economic development projects and programs to promote the growth and development of existing local businesses and businesses interested in locating to the Town of Hollywood Park.
- Provide a communication link between the Town of Hollywood Park and the business community.
- To achieve a positive and proactive approach to economic development while preserving the character of our great community.
- Create balanced economic growth by recruiting and retaining desirable, diverse businesses while protecting the quality of life of our community.
- Building a thriving small-town community by improving economic opportunity and provide maximum benefit to the community and its residents.

Texas Real Estate Broker, Over 17 years of real estate experience

- Experience in residential, multi-family, commercial and rural property sales.
- Understand the importance Zoning is important to promote and manage growth and to help residents and businesses manage expectations about what they and their neighbors can do with their property.
- Forbes, Feb 10, 2020: "Real estate professionals have personal relationships with their hometowns and surrounding communities. We must know what is happening with municipal governments, neighborhoods, local schools and nearby businesses. We also know where to shop, eat, play and find the best ice cream cone in town."

Education

Bachelor of Arts, Texas State University, San Marcos, Texas

NEW BUSINESS

ITEM #3



FY 2023 Pavement Restoration Program
Bid Opening
December 16, 2022 @ 2:00 P.M.

Company	Total Base Bid
Available Construction	\$ 520,000.00
Titan Milling, Inc.	\$ 233,665.00

NEW BUSINESS

ITEM #4

NEW BUSINESS

ITEM #5



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 12-20-22

DESCRIPTION: Council to approve a resolution to commit to funding the difference between the roughly \$300,000 TDA CDBG grant and the \$1,437,847 construction bid (plus engineering and other professional fees). The gap in funding is estimated to be about \$1.2 million.

ANALYSIS: Resolution is required for the City to receive the extension of the TDA CDBG grant.

City staff met with our financial advisor Craig Cunningham and a Tax Note will be recommended because it is the easiest to pay off, transfer, or convert to a different kind of note. It becomes part of the debt service in the Interest and Sinking fund (I&S) but it is a 7 year note. As discussed, we have always planned to request financing from the Texas Water Development Board and this seems to be the easiest way to secure the financing short term.

In an event we can't receive low interest financing (and loan forgiveness) from TWDB this note could be refinanced into a 25 or 30 year amortized note. Our financial advisor, Craig Cunningham will provide a presentation in January before City Council votes on the specific financing.

FISCAL IMPACT: \$1.275 million in loan and cost

RECOMMENDATION: Staff recommendation is for Council to approve the resolution to commit to fund roughly \$1.2 million for the construction of the lift station project.

Amendment Resolution

Resolution No. 2022-R-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLANCO, TEXAS, authorizing the Mayor or her designee to submit a contract amendment request for the Texas Community Development Block Grant (TxCDBG) Program, Community Development Fund contract between the City of Blanco and the Texas Department of Agriculture, Contract Number 7220040.

WHEREAS, the City of Blanco entered into a contract with the State of Texas to make improvements to the city's sewer system; and

WHEREAS, the City of Blanco wishes to construct a new main lift station to mitigate service interruption during flood events as previously submitted in Performance Statement Modification No. 1 of the TxCDBG Contract Number 7220040; and

WHEREAS, the City of Blanco wishes to commit the additional match necessary to complete the project; and

WHEREAS, the City of Blanco TxCDBG Contract Number 7220040 end-date is January 31, 2023; and

WHEREAS, the City of Blanco opened construction bids for this project on December 15th, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLANCO, TEXAS:

1. The City Council authorizes a contract amendment request be submitted to the Texas Department of Agriculture for the following proposed activities:

Amend Exhibit C, Project Implementation Schedule to request an extension of time to complete the relocation of the Main Lift Station per TxCDBG contract 7220040.

2. The City Council directs and authorizes the Mayor to execute all necessary documents as may be required to initiate and process this contract amendment request.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Blanco, Texas, on the ____ day of December 2022.

Rachel Lumpee, Mayor

ATTEST:

Laurie Cassidy, City Secretary

City of Blanco - Tax Note

as of 12.15.22

Sources & Uses

Dated 02/15/2023 | Delivered 02/15/2023

Sources Of Funds

Par Amount of Bonds \$1,275,000.00

Total Sources **\$1,275,000.00**

Uses Of Funds

Costs of Issuance 74,912.50

Deposit to Project Construction Fund 1,200,000.00

Rounding Amount 87.50

Total Uses **\$1,275,000.00**

City of Blanco - Tax Note

as of 12.15.22

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
02/15/2023	-	-	-	-	-	-
08/15/2023	-	-	22,950.00	22,950.00	22,950.00	-
09/30/2023	-	-	-	-	-	22,950.00
02/15/2024	-	-	22,950.00	22,950.00	22,950.00	-
08/15/2024	-	-	22,950.00	22,950.00	22,950.00	-
09/30/2024	-	-	-	-	-	45,900.00
02/15/2025	195,000.00	3.600%	22,950.00	217,950.00	217,950.00	-
08/15/2025	-	-	19,440.00	19,440.00	19,440.00	-
09/30/2025	-	-	-	-	-	237,390.00
02/15/2026	200,000.00	3.600%	19,440.00	219,440.00	219,440.00	-
08/15/2026	-	-	15,840.00	15,840.00	15,840.00	-
09/30/2026	-	-	-	-	-	235,280.00
02/15/2027	210,000.00	3.600%	15,840.00	225,840.00	225,840.00	-
08/15/2027	-	-	12,060.00	12,060.00	12,060.00	-
09/30/2027	-	-	-	-	-	237,900.00
02/15/2028	215,000.00	3.600%	12,060.00	227,060.00	227,060.00	-
08/15/2028	-	-	8,190.00	8,190.00	8,190.00	-
09/30/2028	-	-	-	-	-	235,250.00
02/15/2029	225,000.00	3.600%	8,190.00	233,190.00	233,190.00	-
08/15/2029	-	-	4,140.00	4,140.00	4,140.00	-
09/30/2029	-	-	-	-	-	237,330.00
02/15/2030	230,000.00	3.600%	4,140.00	234,140.00	234,140.00	-
09/30/2030	-	-	-	-	-	234,140.00
Total	\$1,275,000.00	-	\$211,140.00	\$1,486,140.00	\$1,486,140.00	-

City of Blanco - Tax Note

as of 12.15.22

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
09/30/2023	-	-	22,950.00	22,950.00	22,950.00
09/30/2024	-	-	45,900.00	45,900.00	45,900.00
09/30/2025	195,000.00	3.600%	42,390.00	237,390.00	237,390.00
09/30/2026	200,000.00	3.600%	35,280.00	235,280.00	235,280.00
09/30/2027	210,000.00	3.600%	27,900.00	237,900.00	237,900.00
09/30/2028	215,000.00	3.600%	20,250.00	235,250.00	235,250.00
09/30/2029	225,000.00	3.600%	12,330.00	237,330.00	237,330.00
09/30/2030	230,000.00	3.600%	4,140.00	234,140.00	234,140.00
Total	\$1,275,000.00	-	\$211,140.00	\$1,486,140.00	\$1,486,140.00

City of Blanco - Tax Note
as of 12.15.22

Pricing Summary

<u>Maturity</u>	<u>Type of Bond</u>	<u>Coupon</u>	<u>Yield</u>	<u>Maturity Value</u>	<u>Price</u>	<u>Dollar Price</u>
02/15/2030	Term 1 Coupon	3.600%	3.600%	1,275,000.00	100.000%	1,275,000.00
Total	-	-	-	\$1,275,000.00	-	\$1,275,000.00

Bid Information

<u>Par Amount of Bonds</u>	\$1,275,000.00
<u>Gross Production</u>	\$1,275,000.00
<u>Bid (100.000%)</u>	1,275,000.00
<u>Total Purchase Price</u>	\$1,275,000.00
<u>Bond Year Dollars</u>	\$5,865.00
<u>Average Life</u>	4.600 Years
<u>Average Coupon</u>	3.6000000%
<u>Net Interest Cost (NIC)</u>	3.6000000%
<u>True Interest Cost (TIC)</u>	3.6000000%

City of Blanco - Tax Note

as of 12.15.22

Detail Costs Of Issuance

Dated 02/15/2023 | Delivered 02/15/2023

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$48,500.00
Bond Counsel	\$17,500.00
AG Fee	\$1,275.00
Lender Counsel	\$3,500.00
MAC Fee	\$637.50
Miscellaneous	\$3,500.00
TOTAL	\$74,912.50

NEW BUSINESS

ITEM #6